

## FIRST AMENDMENT TO TECHNICAL ASSISTANCE PLAN AGREEMENT

The Technical Assistance Plan Agreement ("TAP Agreement") dated April 5, 2005 entered into by and between Northern Indiana Public Service Company ("NIPSCO"), Brown Inc., Ddalt Corp. and Bulk Transport Corp. on the one hand (collectively the "Respondents"), and People in Need of Environmental Safety ("P.I.N.E.S.") on the other hand is hereby amended pursuant to Section II.HH. of the TAP Agreement in the following manner only:

1. Section II.L. is replaced in its entirety with the following amended Section II.L.:

L. Obtaining More than \$50,000. Respondents may waive the P.I.N.E.S.' \$50,000 limit if the P.I.N.E.S. demonstrates that:

1. If it previously received TAP funds, the P.I.N.E.S. managed those funds effectively; and
2. The Pines Are of Investigation characteristics indicate additional funds are necessary due to the nature or volume of site-related information. In this case, three of the eight factors below must be met:
  - a. A period of time more than eight years from the beginning of the RI/FS through construction completion is expected;
  - b. Treatability studies or evaluation of new and innovative technologies are required as specified in the ROD;
  - c. US. EPA reopens the Record of Decision;

- d. U.S. EPA designates one or more additional Operable Units after selection of the eligible community group.
- e. The lead agency for remedial actions issues an "Explanation of Significant Differences ("ESD");
- f. A legislative or regulatory change results in significant new site information after Respondents select the eligible community group;
- g. Significant public concern exists, where large groups of people in the community require many meetings, copies, etc.; and
- h. Any other factor that, in EPA's judgment, indicates that the Pines Area of Investigation is unusually complex.
- i. A Remedial Investigation/Feasibility Study ("RI/FS") costing \$2 millions is performed.
- j. The site public health assessment (or related activities) indicates the need for further health investigations and/or health promotion activities.

- 2. All the other provisions of the TAP Agreement remain unchanged by virtue of this First Amendment To Technical Assistance Plan Agreement.

**IN WITNESS WHEREOF**, the Parties have executed this First Amendment to Technical Assistance Plan Agreement individually or by one of their authorized representatives.

NORTHERN INDIANA PUBLIC  
SERVICE COMPANY

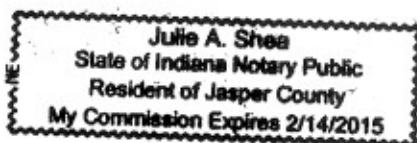


By: Jerome E. Weeden  
Printed: Jerome E. Weeden  
Title: S/A Generation  
Date: 2/20/09

Subscribed and sworn to before me this  
20<sup>th</sup> day of February 2009.

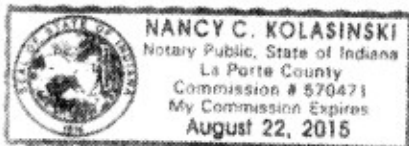
Julie A. Shea  
Notary Public

2/14/15  
My commission expires



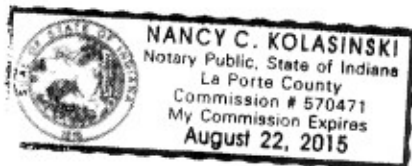
Subscribed and sworn to before me this  
18<sup>th</sup> day of FEBRUARY, 2009.

Nancy C. Kolasinski  
Notary Public



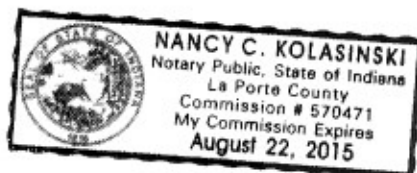
Subscribed and sworn to before me this  
18<sup>th</sup> day of FEBRUARY, 2009.

Nancy C. Kolasinski  
Notary Public



Subscribed and sworn to before me this  
18<sup>th</sup> day of FEBRUARY, 2009.

Nancy C. Kolasinski  
Notary Public



#### BROWN INC.

By: Valerie Blumenfeld

Printed: Valerie Blumenfeld

Title: Authorized Representative

Date: February 18, 2009

My commission expires

#### DDALT CORP.

By: Valerie Blumenfeld

Printed: Valerie Blumenfeld

Title: Co-Owner

Date: February 18, 2009

My commission expires

#### BULK TRANSPORT CORP.

By: Valerie Blumenfeld

Printed: Valerie Blumenfeld

Title: Co-Owner

Date: February 18, 2009

My commission expires

People In Need of Environmental Safety

By:

*James L. Prast*

Printed:

JAMES L. PRAST

Title:

PRESIDENT

Date:

5.5.09

Subscribed and sworn to before me this  
5 day of May, 2009.

Notary Public

*Diana Kappel*

DIANA KAPPEL

CHI99 5083014-1.064711.0015

My commission expires 7/23/10